

**Unincorporated
Organisation
Business On Line**
Legal Agreement



Unincorporated Organisation Legal Agreement

FOR BANK USE ONLY

APPLICATION VERIFIED

Signed (Authorised Official) Sig No. Date

CUSTOMER RELATIONSHIP MANAGER

Name (BLOCK CAPITALS) Email

Telephone BSUP (applicable) Yes No

If Yes, Commencement Date Finish Date

Branch Brand

1. Board Resolution

In addition to this legal agreement you should receive a copy of the Terms and Conditions (Conditions of Use), Customer Handbook and Schedule of fees and charges for Business On Line which are available at www.bankofireland.com

At a meeting of the Board of Directors/Committee/Council/ (delete as appropriate) of
 (the "Customer")

held on the day of in the year .

There was produced to the meeting:

- A Bank of Ireland Business On Line agreement comprised in the Form entitled "Business On Line Legal Agreement (comprising Resolution, Application and Conditions of Use)" to be entered into between the Customer and The Governor and Company of the Bank of Ireland (the "Bank"), and in particular (but without limitation), the Conditions of Use (hereinafter called the "Agreement"); and
- A Business On Line Customer Handbook (the "Customer Handbook") which forms part of the Agreement and is to be read in conjunction with the Agreement; to be entered into by the Customer in relation to certain electronic banking services (the "Services") being provided to the Customer by the Bank through the Internet or such other communications networks as may be authorised by the Bank from time to time in connection with the Services or any of them.

The Customer having considered the Agreement, and the Customer Handbook **IT WAS RESOLVED:**

1. That the Customer be and is hereby authorised to use the Services being provided by the Bank and which will be accessed by the Customer and under which the Customer can at any time and from time to time have access to its accounts, financial information or other information or services capable of being accessed as a result of the Customer using the Services (or such lesser rights of access to accounts or financial information or other information or services as the case may be, as the Administrator may from time to time in his absolute discretion prescribe) and in addition under which the Customer can make transfers from or credits to other accounts wheresoever held, where so authorised by the Administrator, as prescribed by the Agreement.
2. That Mr/Ms and Mr/Ms of the Customer be and are hereby authorised to execute the Application to the Bank in the form submitted to the meeting in connection with the access and use by the Customer of the Services through Business On Line.
3. That Mr/Ms and Mr/Ms are hereby appointed as Administrators for the Customer (herein together referred to as the "Administrator"), as such term is defined in the Conditions of Use.
4. That the Administrator is authorised:
 - (a) to confirm in writing to the Bank the identity of the Originating Accounts (as defined in the Conditions of Use) of the Customer in respect of which the Services or any of them will be provided as of the date of execution of the Agreement, together with the identity of the Nominated Account;
 - (b) to advise the Bank in writing from time to time of any changes to, deletion or addition of Originating Accounts of the Customer accessed through the Services; and
 - (c) to perform the other functions identified in the Agreement, as same may be amended or varied from time to time.

1. Board Resolution (continued)

5. That any changes to the identity of the Administrator or either of them shall be notified to the Bank by the then Secretary/Senior Officer of the Customer on the Customer's headed paper.

I certify that the above is a true copy of the original Resolution duly passed by the Board of Directors/Committee/Council (delete as appropriate) of **(Customer Name) at a meeting held on the**

day of **in the year**

Chairperson/Director  **(Signature)**

Secretary/ Director  **(Signature)**

2. Application & Indemnity

The Customer wishes to access the Services hereinafter more particularly identified and in connection with the use of the Services the Customer is issuing to the Governor and Customer of the Bank of Ireland (the "Bank") this Application

By execution of this Application the Customer:

- (a) indemnifies and agrees to keep indemnified the Bank against all claims, demands, liabilities, losses, costs (including legal fees on a full indemnity basis), actions, proceedings, charges and expenses whatsoever and howsoever arising which the Bank may incur or suffer by reason of providing the Services to the Customer and including but not limited to:
- (i) the Bank acting on any instructions received through the Services;
 - (ii) any breach by the Customer of this Application or of the Conditions of Use;
 - (iii) any errors contained in any instructions submitted by the Customer;
 - (iv) any unauthorised borrowings arising by reason of the operation of the Services by the Customer;

and authorises the Bank to debit any account(s) in the name of the Customer with any sums payable by the Customer under this indemnity, provided always, however, that the Customer shall not incur any liability for any such claims, demands, liabilities, losses, costs, actions, charges and expenses as are referred to in this paragraph where they arise out of any fraud or negligence duly proved on the part of the Bank or its employees. For the avoidance of doubt this indemnification shall also apply to any further electronic banking services provided by the Bank to the Customer, which the Customer applies for (by application of the Administrators or otherwise) subsequent to the date of this Application (including but not limited to the provision of Electronic Funds Transmission Services).

If you do not wish the administrator to have the facility of receiving passwords over the phone please tick here ;

If you wish to receive an update on the status of your application via text, please provide your mobile phone number here ;

- (b) hereby confirms to and for the benefit of the Bank that the Administrator may, (notwithstanding the terms of any mandates already provided by such Customer to the Bank in respect of the operation of its accounts) at any time and from time to time by letter in writing to the Bank, amend the provisions of any mandate given by the Customer to the Bank in respect of any Originating Account:
- (i) by the deletion of certain account(s);
 - (ii) by the addition of certain account(s); or
 - (iii) by the addition and deletion of certain account(s).
- (c) acknowledges that the Bank may admit, compromise or reject any claims made upon the Bank in connection with the use of the Services without reference to or authority from the Customer.
- (d) acknowledges and agrees that if the Customer has an expressly agreed overdraft facility, that the Services shall be operated at all times within such facility. The Customer further acknowledges and agrees that any implied limit (if any) on any account of the Customer will not under any circumstances be recognised or taken into account in connection with the operation of the Services.

The Customer has read and agreed to be bound by this Application and all of its terms and the Conditions of Use and the Customer Handbook, all of which as may be amended from time to time. Words and phrases not specifically defined in this Application shall have the same meaning as in the Conditions of Use when used in this Application.

This Application and Indemnity dated the **day of** **in the year**

Person 1  **(Signature)**

Full Name **(Block Capitals)**
Capacity - (signatures must match persons nominated in section 1, point 2)

Person 2  **(Signature)**

Full Name **(Block Capitals)**
Capacity - (signatures must match persons nominated in section 1, point 2)

For and on behalf (Customer) as authorised by a Resolution, a certified copy of which appears opposite, passed by the Board of Directors/ Committee/ Council (delete as appropriate) of the Customer on the day of in the year .

Confidential Administrator Details

The administrator(s) must complete the Administrator details application form(s) below.
All details with the exception of the fax number are mandatory and must be completed.

Administrator 1 Details (as identified on page 1 section 3)

Please complete and return with Legal Agreement.

Company Name	<input type="text"/>		
Administrator Name	<input type="text"/>		
Title	<input type="text"/>	Email address	<input type="text"/>
Work Mobile Number	<input type="text"/>	Fax	<input type="text"/>

I hereby confirm for your purpose the following information, which the Bank will use for identification purposes in dealing with me in my role as Administrator. **(Note: All five are mandatory)**

Date of Birth	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
Middle Name	<input type="text"/>
Work Phone Number	<input type="text"/>
Mother's Maiden Name	<input type="text"/>
Home Address Post Code	<input type="text"/>

Note: For security reasons, these details should be kept private by you and returned to the Bank in a sealed envelope.

Administrator Signature	 <input type="text"/>
Date	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>

Confidential Administrator Details

The administrator(s) must complete the Administrator details application form(s) below.

Administrator 2 Details (as identified on page 1 section 3)


Please complete and return with Legal Agreement.

Company Name	<input type="text"/>		
Administrator Name	<input type="text"/>		
Title	<input type="text"/>	Email address	<input type="text"/>
Work Mobile Number	<input type="text"/>	Fax	<input type="text"/>

I hereby confirm for your purpose the following information, which the Bank will use for identification purposes in dealing with me in my role as Administrator. **(Note: All five are mandatory)**

Date of Birth	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
Middle Name	<input type="text"/>
Work Phone Number	<input type="text"/>
Mother's Maiden Name	<input type="text"/>
Home Address Post Code	<input type="text"/>

Note: For security reasons, these details should be kept private by you and returned to the Bank in a sealed envelope.

Administrator Signature	 <input type="text"/>
Date	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>